



Commonwealth of Virginia  
Virginia Information Technologies Agency

**VOICE MAIL SERVICE (VMS)**

**Optional Use Contract**

Date: October 31, 2007

Contract #: VA-070920-HI

Authorized User: All Public Bodies as Defined by §2.2-4301 and Referenced by §2.2-4304 of the *Code of Virginia*

Contractor: Hello, Inc.  
2315 W. Broad Street  
Richmond, VA 23220

FIN: 54-0461210

Contact Person: Vivian T. Burton  
804-353-5566  
804-353-7335

E-Mail Orders to: vburton@helloinc.com

Term: September 20, 2007 – September 20, 2009

Payment: Net 30 days

For Additional Information, Please Contact:

Virginia Information Technologies Agency  
Supply Chain Management

Contract Compliance Information:

George Goodman  
Phone: 804-416-6162  
E-Mail: [george.goodman@vita.virginia.gov](mailto:george.goodman@vita.virginia.gov)  
Fax: 804-416-6361

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA):** Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

# CONTRACT #VA-070920-HI

## CONTRACT CHANGE LOG

[illegible]





expect the best

# COMMONWEALTH of VIRGINIA

VA-070920-HI

## VIRGINIA INFORMATION TECHNOLOGIES AGENCY

SUPPLY CHAIN MANAGEMENT

c/o Commonwealth Enterprise Solutions Center (CESC)

11751 MEADOWVILLE LANE

CHESTER, VIRGINIA 23836

### INVITATION for BID NUMBER - IFB 2007-21

**Date Issued: August 24, 2007 Date/Time Due: Sept. 13, 2007 @3:00 pm Public Opening Date/Time: Sept. 13, 2007 3:30 pm**

THIS PROCUREMENT IS BEING CONDUCTED ON BEHALF OF VITA AND OTHER PUBLIC BODIES.

Sealed Bids for furnishing the Products and/or Services set forth in this Solicitation will be returned to the Issuing Office address above.

This is an advertised Solicitation consisting of the Adobe PDF file as posted in eVA, which contains (1) This page; (2) Solicitation Instructions; Notes and Requirements; Price Schedule;

Contract Terms and Conditions and all Exhibits thereto; and any other amendments, provisions, representations, certifications or specifications as are attached or incorporated therein by reference.

### SUPPLIER

COMPANY NAME: Hello, Inc.SALES CONTACT: Vivian T. BurtonADDRESS: 2315 W. Broad StTITLE: Marketing ManagerPHONE NO: 804-353-5566CITY/STATE/ZIP: Richmond, Va. 23220FAX: 804-353-7335FEIN: 54-0461210E-MAIL ADDRESS: vburton@helloincWEBSITE URL: www.helloinc.com

### VITA STATEWIDE TERM CONTRACT for Telecommunication Services

Products/Services:	Voice Mail Service (VMS) statewide in Virginia
Authorized Contract Users:	Only VITA, on behalf of all VA Agencies, Institutions and other public bodies
Contract Term:	Two (2) years, with three optional one (1) year renewals
Pricing:	SEE Exhibit "A"
Delivery:	10,15, 30 days After Receipt of Order (ARO) per Exhibit "B" paragraph #5
Additional Discounts:	None
Installation Services:	Installation of all telecommunications services specified herein
Warranty:	All Services are warranted from Acceptance through expiration of the Contract or discontinuance of the Services at the discretion of VITA
Maintenance:	Post-Warranty Maintenance w/various SLAs are available
Orders:	Only valid Telecommunications Service Orders from VITA's authorized Ordering Officers. No other orders will be accepted.

#### VITA SCM Contacts: Solicitation/Contract Information

G. S. Goodman

Voice: (804) 416-6162

Fax: (804) 416-6361

E-mail Address: george.goodman@vita.virginia.gov

#### Contract Administration/Compliance

Charles Townes, Acting Contracts Manager

(804) 416-6088

(804) 416-6361

contracts@vita.virginia.gov

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



## 1. SOLICITATION INSTRUCTIONS

### A. Explanation to Bidders

Any request for clarification or explanation regarding this solicitation, including the specifications, terms and conditions, or Pricing Exhibit, must be submitted in writing to the Single Point of Contact (SPOC) identified on the cover page of this solicitation not later than five (5) days prior to bid opening.

BIDDER IS STRONGLY ADVISED TO READ THESE INSTRUCTIONS, REVIEW THE PRICING EXHIBIT, AND READ ALL TERMS AND CONDITIONS PRIOR TO SUBMITTING A BID. BIDDER IS FURTHER ADVISED TO CHECK THE VIRGINIA E-PROCUREMENT WEBSITE (<http://www.eva.virginia.gov/>) FOR ANY AMENDMENTS OR CHANGES TO THIS SOLICITATION. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA) (§§ 2.2-4300 et seq. of the Code of Virginia).

Any explanation from VITA will be in the form of an amendment to the solicitation (see "AMENDMENT OF SOLICITATION" below). Oral explanations or instructions given before the award of a contract will not be binding.

eVA, the Virginia e-procurement website, located at <http://www.eva.virginia.gov/>, also provides information about acquisitions conducted by VITA for Information Technology-related products and services. Bidders are invited to check eVA regularly. This solicitation and any related documents are available from eVA.

### B. Amendment of Solicitation

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to eVA.

If the bid opening date is extended, the new date and time will be clearly shown on the face of the amendment.

Bidder is required to sign and return a copy of any and all amendments with its bid to indicate that it has a copy of the document(s) and is aware of the changes made.

### C. Preparation of Bid

Bid shall be submitted on the forms furnished unless otherwise specified in the solicitation and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Bids submitted by electronic means (e.g., e-mail, fax) other than eVA will not be considered. Bidder may not submit multiple (additional or alternate) bids in a single envelope.

Bidder is required to enter its Federal Employer Identification Number (FEIN) in the space provided on the cover page of this solicitation. Failure to enter a number in the space provided or to provide a correct FEIN may delay award or result in VITA determining that the Bidder is not able to conduct business with VITA. It is the Bidder's responsibility to provide the correct FEIN and to keep VITA updated as to any changes in Bidder's status.

Bidder shall include with its bid, or with each bid if Bidder submits more than one bid, a signed copy of the Certification Regarding Lobbying which is provided as Exhibit C to this solicitation.

The Pricing Exhibit bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the Pricing Exhibit unless otherwise specified therein. Where the Pricing Exhibit explicitly requires that the Bidder bid on all items (i.e., an all-or-none requirement), Bidder's failure to do so will disqualify the bid. When submission of a price on all items is not required, Bidder should insert the words "no bid" in the space provided for any item on which no price is submitted.

Additional bids may be submitted, when in the Bidder's judgment it can provide more than one solution which meets the required specifications of the procurement. Any additional bid shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. An additional bid shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the additional bid.

BIDDERS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BIDS AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF ITS BID.

Modification of bids already submitted will be considered if received at the Issuing Office designated on the cover page of this solicitation before the time set for opening of bids.

### D. Submission of Bids

TO BE CONSIDERED, A BID MUST BE RECEIVED AT THE ISSUING OFFICE ADDRESS ON OR BEFORE THE DATE AND HOUR DESIGNATED. If hand carried, deliver to the SCM receptionist located at the Issuing Office address indicated on the cover page of this solicitation. Bidder must pay particular attention to ensure that the bid is properly addressed. VITA is not responsible if the bid is not properly addressed. VITA is not responsible if the bid does not reach the Issuing Office's address specified by the date and time identified on the cover page of this solicitation. Sealed bids received after the date and hour specified are automatically disqualified and will not be considered. All bids must be sealed, addressed to the address shown as the Issuing Office of the solicitation, and marked on the outside of the Bidder's envelope as in the example below. Failure of the Bidder to comply with



open, the bid.

From: Name of Bidder  
Street or Box Number  
City, State ZIP Code  
Due Date Time  
IFB No.

Submission of a "no bid" is neither required nor requested.

By submitting a bid, Bidder certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor is Bidder an agent of any person or entity that is currently so debarred.

**E. Registration with eVA**

In order to be awarded any contract as a result of this solicitation, Bidder is required, by date of award, to be registered with eVA. If already registered with eVA, Bidder is advised to print the eVA page which lists its firm name and submit it with the bid response. If not registered, Bidder is advised to register at <http://evaregishelp.dqs.virginia.gov>.

Bidder is advised to print a copy of the completed registration confirmation and submit it with the bid response.

**F. Late Bids, Modifications of Bids Or Withdrawals of Bids**

Any bid received at the Issuing Office designated on the cover page of this solicitation after the exact time specified for receipt will not be considered for award.

A bid may be amended and/or withdrawn by a Bidder if the office issuing the bid receives a written request to amend or withdraw such bid before the date and hour for receipt of bids set forth on the cover page of this solicitation. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall constitute the withdrawal of any prior bid submitted by the same Bidder on the same solicitation, unless specified otherwise.

**G. Public Opening of Bids**

Bids will be publicly opened at the time and date specified on the cover page of this solicitation. Bids will not normally be evaluated at the bid opening. All bids will be opened at the Issuing Office location shown on the cover page of this solicitation.

**H. Demonstrations and Investigations**

VITA reserves the right to require a Bidder to demonstrate, to the satisfaction of VITA, that the products or services offered will perform in a completely acceptable manner and will meet or exceed the specifications referenced in the solicitation. The demonstration site and time will be subject to agreement between VITA and Bidder.

VITA may make such reasonable investigations as deemed proper and necessary to determine the Bidder's qualifications to perform services or furnish the goods as outlined in this solicitation. The Bidder shall furnish to VITA all such information for this purpose as may be requested. VITA reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. VITA further reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy VITA that such Bidder is qualified to carry out the obligations of the contemplated contract.

**I. Pricing**

Bidder is required to complete the Exhibit A, Price Schedule, consisting of unit cost and extended costs for all items.

**J. Contract Terms and Conditions**

The terms and conditions contained in this solicitation are mandatory and are the only terms and conditions that will govern any contract awarded as a result of this solicitation. Any modification, addition, clarification, or change to the mandatory terms and conditions by the Bidder shall cause the bid to be rejected.

If the Bidder includes additional terms and conditions, regardless of form, they will not be reviewed by VITA and will have no consequence to any resulting contract.

Neither VITA nor any public body which may place an order pursuant to any contract resulting from this solicitation is authorized to sign or execute any additional contract, license or other agreement, including shrink-wrap Software, containing contractual terms and conditions as a result of this procurement. Any documents signed by persons other than the individuals identified on the cover page of this solicitation, or their designees, shall not be binding on VITA or any other public body. Bidder is encouraged to carefully read all of the Terms and Conditions prior to submitting a bid.



Any bid submitted in response to this solicitation shall be valid for ninety (90) days. At the end of ninety (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it shall remain in effect until an award is made or the solicitation is canceled.

**L. Award of Contract**

An award, if made, will be to the responsive and responsible Bidder with the lowest total extended price for items #1 through #20 listed on the Exhibit A, Price Schedule, entitled Total for Recurring and Non-Recurring Charges. VITA and any other Public Body authorized to place an order pursuant to any contract resulting from this solicitation reserve the right to purchase additional quantities of any of the items listed at the price quoted, or at a lower price, at any time during the term of the contract, including any extensions thereto.

Pursuant to § 2.2-4318 of the Code of Virginia, VITA reserves the right to negotiate with the lowest responsive and responsible Bidder if such Bidder's bid exceeds available funds. VITA reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making an award or awards, whenever it is deemed in the sole opinion of VITA to be in the best interest of the Commonwealth.

VITA, at its sole discretion, may not make an award to any Bidder who is not current with its Industrial Funding Adjustment (IFA) payments as of the date of the award. Pursuant to §2.2-4321.1 of the Code of Virginia, and except as provided therein, VITA is prohibited from awarding a contract to any Bidder who owes back taxes to the Commonwealth.

No award shall be made pursuant to this solicitation to any Bidder who, as of the date of award, is debarred as a contractor to the Commonwealth of Virginia.

No award shall be made pursuant to this solicitation to any Bidder who, as of the date of award, appears on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs. Any Bidder awarded a contract pursuant to this solicitation who becomes a party excluded from Federal Procurement and Nonprocurement Programs is hereby notified that its status as such a party shall be grounds for termination of its contract.

**M. Award Notices**

Upon the completion of evaluation, and if VITA determines to make an award, VITA will post either a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten (10) days prior to the actual award date of the contract. All award notices will be publicly posted on eVA.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED. Results will be made available in eVA as soon as a decision is made.

**N. Anti-Collusion Certification**

By Bidder's signature on the face of its bid, Bidder certifies that its bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Bidder understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and Bidder's representative certifies that he or she is authorized to sign the bid for the Bidder's firm.

**O. Protests of Awards**

All protests of awards shall be conducted in accordance with the provisions of the VPPA and VITA's Alternative Dispute Resolution procedure.

**P. Bidder Trade Secrets or Proprietary Information**

VITA reserves the right to use information submitted in response to this document in any manner it may deem appropriate in evaluating the responsiveness and responsibility of the Bidder. Ownership of all data, materials, and documentation originated and prepared for VITA pursuant to this solicitation shall rest exclusively with VITA and shall be subject to public inspection in accordance with the §2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 of the Code of Virginia shall not be subject to the Virginia Freedom of Information Act (§ 2.2- 3700 et seq.) if the bidder, offeror, or contractor requests protection of such trade secrets or proprietary information by the following:

- i). invoking the protections of this section in writing prior to or upon submission of the data or other materials,
- ii). identifying specifically the data or other materials to be protected, and
- iii). stating the reasons why protection is necessary.

FAILURE TO COMPLY WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO SUPPLIERS OR THE PUBLIC AS PROVIDED FOR IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

Bidder must provide as a separate appendix to its bid a list of all pages in the bid that contain proprietary information and the reason it deems such information proprietary. Only pages referenced in that list will be treated



prices as proprietary or trade secret, is not acceptable and may be deemed nonresponsive. Bidder may be asked to provide a fully redacted copy of its bid on CD-ROM and hardcopy to be utilized in those circumstances where public bid review is needed.

**Q. Alternative Dispute Resolution**

By signing and submitting a bid under this solicitation, the Bidder agrees to submit any dispute, protest, or appeal to VITA's alternative dispute resolution procedures. Such use of VITA's alternative dispute resolution procedures shall be concurrent with and not in lieu of the Bidder's other statutory protest appeals outlined in §§2.2-4364 and 4365 of the Code of Virginia.

**R. SWaM Subcontracting Plan**

If Bidders intends to utilize subcontractors, Bidder shall provide a Small, Woman, and Minority-Owned Business (SWaM) Subcontracting plan. If Bidder does not plan to use subcontractors in executing a contract resulting from this solicitation, Bidder should so state.

**S. Universal Service Fund Participation**

By submitting a bid, Bidder warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund (USF) allocations/disbursements for the products and services required or requested by this solicitation to public bodies which are eligible for those allocations/disbursements on behalf, and for the benefit, of those public bodies. Bidder is hereby placed on notice that, if awarded a contract pursuant to this solicitation, Bidder shall maintain those qualifications and shall assist such public bodies in applying for and receiving these allocations/disbursements.

**2. SOLICITATION DESCRIPTION**

**T. Type of Product and/or Service**

This solicitation is issued by VITA for the purpose of establishing a requirements-type contract, with firm fixed prices, for the delivery of a state-wide Voice Mail System (VMS) as listed in Exhibit A, Price Schedule.

This solicitation identifies the Services in Exhibit A, and Exhibit B, that the Bidder must be able to provide during the term of the contract. Although Exhibit A, Price Schedule, specifies the quantities and types of Services the Commonwealth anticipates initially procuring, the Commonwealth offers no guarantees or assurances that any quantity of the Services listed will be purchased or, if purchased, will remain in service for any period of time.

**3. SOLICITATION CONTRACT TERMS AND CONDITIONS**

See the Adobe Acrobat document entitled "IFB 2007-21.pdf" posted with this solicitation at the eVA website. Bidder shall print and sign two copies of the aforereferenced document, including any and all exhibits or attachments thereto, and include such copies with its bid.

**4. PRICING EXHIBIT—INSTRUCTIONS**

Bidder shall complete the Exhibit A, Price Schedule consisting of unit cost and extended cost for services.

**CONTRACTUAL TERMS AND CONDITIONS  
TELECOMMUNICATIONS SERVICES CONTRACT  
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## CONTRACTUAL TERMS AND CONDITIONS TELECOMMUNICATIONS SERVICES CONTRACT

THIS TELECOMMUNICATIONS SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Supplier to be effective as of the date in set forth on the signature page of this Contract ("Effective Date").

### 1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide Voice Mail Services to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, located within the Commonwealth of Virginia.

### 2. DEFINITIONS

#### A. Acceptance

Acceptance shall take the form of successful performance of the Services at the designated location, or completed Acceptance testing in conformance with the requirements as determined by VITA in the applicable order.

#### B. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

#### C. Party

Supplier, VITA, or a public body (as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia) which is a recipient of Supplier's Services.

#### D. Service

Any work performed or service provided by Supplier under this Contract for the benefit of VITA or any other public body on whose behalf VITA has placed an order with Supplier.

#### E. Supplier

Any individual who is an employee, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services under this Contract.

#### F. Telecommunications Service Order (TSO)

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

#### G. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

#### H. Warranty Period

All Services purchased under this Contract remain under warranty for the time period commencing after acceptance by VITA and continuing through expiration of the Contract or discontinuance of the Services at the discretion of VITA.

### 3. TERM AND TERMINATION

#### A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this Term and Termination section, shall continue to be effective and legally binding through September 20, 2009. VITA, at its sole option, may extend the term of this Contract for up to three (3) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term.

#### B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). VITA may also immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Non-procurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section of this Contract.

Upon termination for convenience, neither the Commonwealth nor VITA nor any public body, shall have any future liability except for (i) Services rendered by Supplier prior to the termination date of the Contract or order and (ii) costs associated with services prior to termination. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

#### C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Supplier ("Termination for Breach" or "Termination for Default"). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall issue a "Show Cause Notice" identifying the failure and providing Supplier fifteen (15) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default.

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any public body, shall have any future liability except for Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA for Services that were not accepted by VITA.

The failure of VITA to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default on any provisions of such agreements.

Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.



**D. Transition of Services**

Prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Non-procurement Programs, Supplier shall provide such assistance at no charge or fee to VITA; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA.

**4. SERVICES**

**A. Nature of Services and Engagement**

Supplier is an independent contractor engaged to perform certain Services, including but not limited to installation and/or support activities for public bodies and the Exhibit A, Price Schedule. VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's rights to obtain Supplier's Services under this Contract, neither VITA nor any public body is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all public bodies may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in competition with, the services provided by Supplier.

**B. Subcontractors**

If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Non-procurement Programs.

**C. Substitution of Services**

During the term of this Contract, the Supplier is not authorized to substitute for any Service identified in the Exhibit A, Price Schedule a service not identified in Exhibit B, Price Schedule. Violation of this condition may be considered grounds for termination of the Contract. Supplier is not authorized to substitute for any Service identified in the Exhibit A, Price Schedule any other Service identified in the Exhibit A, Price Schedule without the written permission of VITA. Violation of this condition may be considered grounds for termination of the Contract.

**5. SUPPLIER PERSONNEL**

**A. Selection and Management of Supplier Personnel**

Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the appropriate public body's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The public body on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such public body believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

**B. Supplier Personnel Supervision**

Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise,



counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

**6. GENERAL WARRANTY**

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

**A. Ownership**

Supplier has the right to provide the Services and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

**B. Performance**

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;
- ii). The Services are pursuant to a particular solicitation, and therefore such Services and Deliverables shall be fit for the stated purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Services and is aware that VITA and public bodies on whose behalf VITA acquires Supplier's Services are relying on Supplier's skill and judgment in providing the Services;
- iii). The Services shall meet or exceed the stated requirements;
- iv). Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

**C. Services Warranty and Remedy**

Throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status report within one (1) hour after notification by VITA that a Service failure has occurred. Supplier shall include in its status report a description of the failure and the estimated time to repair/restore Services.

Supplier's response may be on-site or from a remote location based on the Supplier's determination of the source of Service failure. If an on-site response is required, then the Supplier's repair personnel shall be on-site and working to restore Service within four (4) hours after notification of Service failure. The Commonwealth of Virginia shall receive a credit in the prorated amount equal to 1/30th of a month's service for each eight (8) hours the Service is not completely functioning, for each occurrence. For example; service is non-functioning for sixteen (16) hours, then VITA will receive a credit to 2/30ths of a month's service. All credits issued to VITA shall never exceed the total month's cost of service.

**D. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**E. Supplier's Past Experience**

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

**THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.**



## 7. ORDERS AND COMPENSATION

### A. Telecommunications Service Orders

VITA shall have the exclusive authority to order all Services. To order Services, VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth; and (iii) identify the Service(s) to be acquired, the price for each Service (in accordance with this Contract, including the Exhibit B, Price Schedule), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

- i). Verification that the TSO is technically correct;
- ii). Date Services will commence;
- iii). Verification of the charge for each item (Service) to be provided; and
- iv). Other applicable administrative information necessary to deliver the Services requested on the TSO.

VITA's standard TSO template is provided as Exhibit C.

### B. Ordering Officer(s)

VITA will designate in writing an individual authorized (Ordering Officers) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth will make payment only pursuant to a valid order executed by an Ordering Officer, which may change from time to time.

### C. Purchase Price and Price Protection

The Exhibit A, Price Schedule sets forth the fees and the applicable discounts. VITA shall not be required to pay any additional costs above those costs provided for in the Exhibit A, Price Schedule. Supplier may submit to VITA a request for an increase in such fees or a decrease in such discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such increase in fee or decrease in discount. VITA may, in its sole discretion, agree to a modification of this Contract to effectuate such increase in fees or decrease in discounts.

Any price decrease effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA. This decrease shall be effective on the date the price decrease is announced to the general public.

At all times during the term of this Contract and any extensions thereto, Supplier's prices on the Exhibit A, Price Schedule shall at all times comply with §§ 56.234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforereferenced statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA may pursue any remedies available at law or in equity with regard to such failure to comply.

### D. Invoice and Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Supplier shall deliver to VITA one consolidated monthly invoice for all services ordered by and billable to VITA pursuant to this Contract. VITA is not obligated to pay against an invoice that is not readable and verifiable.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.



If there are any disputed items, VITA shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA, shall provide VITA with documentation to support the charge within fifteen (15) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

**E. Invoice Procedures**

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. Supplier shall submit invoices for monthly recurring charges monthly in advance and for usage-based or other miscellaneous charges in arrears. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with the Exhibit A, Price Schedule. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which public body is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in the Exhibit B, Price Schedule, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

- i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)
- ii). Applicable order date
- iii). This Contract number and the applicable order number
- iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details. If available, charges should be provided on electronic media at the detail level.

Any credits due VITA under the terms of this Contract may be applied against Supplier's invoices to VITA on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any other public body.

**F. Small, Woman, and Minority-Owned Business (SWaM) Subcontracting Report**

By the 10th day of every month, Supplier shall submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report (template available at <http://www.vita.virginia.gov/procurement/supplierResources.cfm>). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to SWaM vendors, by SWaM category, regardless of such SWaM vendors' certification status. Supplier shall submit the report to [SWaM@vita.virginia.gov](mailto:SWaM@vita.virginia.gov).

**8. CONFIDENTIALITY**

**A. Treatment and Protection**

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any public body recipient of Supplier's Services may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such public body that are bound by non-disclosure contracts with VITA or such public body. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).



**B. Exclusions**

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

**C. Return or Destruction**

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing public body, including VITA, Supplier shall (i) at its own expense, (a) promptly return to the disclosing public body all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing public body, or (b) upon written request from the disclosing public body, destroy such Confidential Information and provide the disclosing public body with written certification of such destruction, and (ii) cease all further use of the public body's Confidential Information, whether in tangible or intangible form.

VITA, or the public body recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if such public body is not subject to such policies, in accordance with such public body's own records retention policies.

**9. LIABILITY AND INDEMNIFICATION**

Supplier agrees to indemnify, defend and hold harmless VITA, the Commonwealth, or any other public body recipient of Services, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services provided by Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services.

Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the public body against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected public body(ies) in writing, via certified mail and via email, if available, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected public body(ies) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected public body(ies) may have.



In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all public bodies the right to continue use of such infringing Services, or any component thereof; or (b) replace or modify such infringing Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall reimburse VITA or any affected public body for the reasonable costs incurred by VITA or such public body in obtaining an alternative service in the event such public body cannot use the affected Services

**EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.**

#### **10. SECURITY COMPLIANCE**

Supplier agrees to comply with all provisions of the then current security procedures of VITA and/or the relevant public body recipient of Supplier's Services as are pertinent to Supplier's operation and have been supplied to Supplier by VITA or such public body and further agrees to comply with all applicable federal, state and local laws. For any individual service location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Commonwealth or public body information with which such employees and agents come into contact while at the end user site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold VITA, the Commonwealth, and any other public body recipient of Supplier's Services, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, the Commonwealth, and any other public body recipient of Supplier's Services, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

#### **11. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.



## 12. GENERAL PROVISIONS

### A. Relationship Between VITA, Public Bodies, and Supplier

Supplier has no authority to contract for VITA or any public body or in any way to bind, to commit VITA or any public body to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any public body. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any public body, and neither VITA nor any public body shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any public body is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any public body, shall be reimbursed by Supplier upon demand by VITA or such public body.

### B. Licenses and Permits

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

### C. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/procurement/documents/MandatoryContractTsandCs2007Q1.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

### D. Compliance with the Federal Lobbying Act

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit D hereto.

### E. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international



treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**F. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

**G. Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any public body recipient of Services or refer to VITA or any such public body, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such public body. In no event may Supplier use a proprietary mark of VITA or any such public body without receiving the prior written consent of VITA or such public body.

**H. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

**I. No Waiver**

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

**J. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.



**K. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**L. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**M. Survival**

The provisions of this Contract regarding Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

**N. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

**O. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Commonwealth public bodies reserve any and all other remedies that may be available at law or in equity.

**P. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any public body.

**Q. Taxes—Federal, State, and Local**

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

**R. Contract Administration and Account Management**

Supplier agrees that at all times during the term of this Contract an account executive ("Account Manager"), at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

**S. Entire Contract**

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Price Schedule
- ii). Exhibit B Service Requirements
- iii). Exhibit C Telecommunications Service Order (TSO) Template
- iv). Exhibit D Certification Regarding Lobbying
- v). Exhibit E State Map of total coverage
- vi). Exhibit F Vendor Provided Zones of their Coverage areas

This Contract, all its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, the Exhibit A, Price Schedule, Exhibit C, then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

This Contract is effective as of the date set forth below.

Supplier Hello, Inc.  
Name: Vivian T. Burton  
Title: Marketing Manager  
Date: 9/10/07

VITA George S. Goodman Jr.  
Name: George S. Goodman Jr.  
Title: IT Sourcing Consultant  
Date: 9-20-07



# EXHIBIT A

## PRICING SCHEDULE IFB 2007-21

SERVICE	QUANTITY	MONTHLY	
		UNIT	EXTENDED
1. Basic Mailbox	200	\$ 3.95	\$ 790.00
2. Daily Pro Rata / Day	.35	.13	.05
3. Shared or Group Box	3	13.70	41.10
4. Extended Greeting	1	0	0
5. Extended Message	1	0	0
6. Broadcast Mailbox	1	0	0
7. Public Announcement	1	3.95	3.95
8. Greeting Only	12	3.00	36.00
TOTALS:		\$ 24.73	\$ 871.10

## Exhibit B - Solicitation Requirements for IFB #2007-21

The Virginia Information Technologies Agency (VITA) intends to purchase Voice Mail Service (VMS) to meet the needs of the Commonwealth for Statewide VMS. The primary VMS areas in the Commonwealth are Northern Virginia, Richmond, and Tidewater. The Vendor will provide the equipment and access trunks/ports to provide a P.02 or better grade of service. This contract is for two (2) years with the option for three (3) additional twelve (12) month periods.

Bids will be evaluated and Awards based on the sample configuration provided in Attachment A. Bidders will provide unit prices and extended prices based on the quantities given. This matrix simulates the monthly bill for a large customer agency and assumes at least one of each of these features is ordered.

1. The Virginia Information Technologies Agency (VITA) intends to acquire Voice Mail Services (VMS) to meet the needs of the Commonwealth of Virginia (COV) for State wide VMS to include the replication of existing VMS services. The vendor shall submit bids for providing VMS in the Northern Virginia, Richmond and Tidewater areas, as well as all other areas they have the capability of providing VMS within the COV. Bidders must provide VMS service to Northern Virginia, Richmond and Tidewater areas (all three areas).

VITA will not accept bids for equipment or for an on-site service bureau solution. The vendor will provide the equipment and access trunks/ports and the operation of the same to provide P.02 or better grade of service (2% calls blocked in the busy hour) to the COV.

2. Award, if made, will be to the responsive and responsible vendor with the lowest total extended cost for the items listed on Attachment A.
3. The successful bidder shall agree to the Commonwealth of Virginia Industrial Funding Act. See the attached Terms and Conditions for details.
4. This contract is for a period of two (2) years and the COV reserves the right to extend the contract for three (3) additional twelve (12) month periods by giving a written notice to the contractor 30 days prior to contract expiration. At the end of the initial twelve (12) month period VITA will evaluate all parameters of the contract and determine whether or not the contract will be renewed. Any renewal of this agreement will be authorized by a procurement official of VITA.
5. Voice mail service is required for use by State Agencies, Institutions of higher education and other public bodies, including local governments, to maintain effective communications between managers and staff personnel when they are not immediately accessible for various reasons. Current usage of the service includes after-hours, week-ends and holidays, and absences from the office necessary for business trips, seminars and meetings. This type of services is used to maintain a high level of communications for expedient handling of business

## Exhibit B - Solicitation Requirements for IFB #2007-21

decisions and improved turn-around time in delivering service to its client agencies.

6. Vendor will provide voice mail service with at least five (5) minutes of voice instructions to include personnel greetings, password, send, receive, reply, redirect capabilities, message queuing, time and date stamp, operator revert (within local. Calling areas).
7. The COV reserves the right to increase and/or decrease the quantity of voice mail boxes and associated services provided by the Vendor under this agreement by sending the vendor a written order for agreed upon services. Users added during a month shall be billed on a prorated basis per service day based on unit prices quoted on Attachment A of this solicitation.
8. Monthly fees and usage charges shall cover all mailbox usage, all requested reports, and all administrative costs to include installation, changes to mailboxes and for providing pager local out-dial service. Vendors shall also provide each user with a User ID Number, a User's Guide, and information necessary to assist the user in the operation of the system. Vendor will provide Pam Seay or John Roper, Telecommunications Division, VITA, with a hard copy directory of all agencies on a monthly basis. Directories shall be provided for individual agencies by request only.
9. Vendor will provide the following features for the basic voice mailbox with up to twelve (12) minutes message storage time with a monthly flat rate:
  - a. Personal greeting of at least 60 seconds;
  - b. Allow two (2) minutes for each individual message received;
  - c. Password protection;
  - d. Send messages to other mailboxes without ringing their line;
  - e. Urgent message delivery;
  - f. Confidential message delivery and receipt;
  - g. Check receipt status of a message the user sent to another mailbox
  - h. Retrieve unheard messages;
  - i. Save messages;
  - j. Saved messages stored for a minimum of 240 hours (ten (10) days);
  - k. Provide a minimum of twelve minutes of message storage per mailbox;
  - l. Reply to messages without entering the sender's mailbox ID;
  - m. Redirect messages, send a copy of a message received in your mailbox to another mailbox, along with your recorded comments;
  - n. Access to a system help feature;
  - o. Ability for the user to control the detail level of the voice prompts;
  - p. Ability for users to change passwords;
  - q. Provide direct access to the user's mailbox for callers dialing the user's telephone number;
  - r. Provide for pager out-dial notification;



## Exhibit B - Solicitation Requirements for IFB #2007-21

- s. Ability to provide date and time stamp for each call;
  - t. Ability to access mailboxes from any Touch Tone telephone;
  - u. System Access Performance reports will be provided to VITA;
  - v. Individual mailbox usage reports will be provided to VITA;
  - w. Up to twenty (20) messages can be left as long as the total storage time per is not exceeded.
10. Item #3 on Attachment A of this solicitation requests a monthly rate per mailbox for a Shared or Group Mailbox. All of the features listed for a basic mailbox are required in addition to this service. This feature shall allow several lines in the office to be forwarded to one shared mailbox. The shared mailbox will have at least eight (8) sub-mailboxes (partitions). Callers can select a specific person or department for whom to leave a message. Each individual requires a private access code for message retrieve.
11. Item #4 on Attachment A of this solicitation requests a monthly rate per mailbox for an extended greeting time. The standard greeting time will be at least sixty (60) seconds. The rates for extended greeting times will be specified per minute.
12. Item #5 on Attachment A of this solicitation requests a monthly rate for an extended storage time per message for a limited number of mailboxes NOT TO EXCEED SIXTY (60) minutes in length, without interruption, specifically identified by VITA. A total of 180 minutes shall be available for these mailboxes.
13. The requested maximum length of time a message can be saved or stored shall be at least 240 hours (10 days). This commences at the time recipient initiates save features. If longer periods of time for message saves are required for individual mailboxes, they may be established on a case by case basis by mutual agreement of the vendor and requesting agency at no additional charge for such longer periods.
14. Item #6 on Attachment A of this solicitation requests a monthly rate for "Broadcast or Mass Message Delivery Service." The system shall have the ability to distribute a message from a single mailbox to the mailboxes of a minimum of 100 key people. This feature is useful for notifying disaster relief personnel.
15. Item #7 on Attachment A of this solicitation requests a monthly rate for "Public Announcement Service". This feature shall provide a (minimum one minute) greeting, multi-levels (minimum of 6) of information (trees), accessible from a Touch Tone telephone. This service is intended to reduce the need for staff to personally answer re-occurring information requests, such as "what are your hours?" . . ., "Where are you located?" . . ., an Employment Information line, etc. As a minimum this service must be able to:
- a. Provide the same access method to change Public Announcement Service messages as is provided for Voice Mailboxes;
  - b. Provide prompts for callers to listen to a choice of topics;
  - c. Provide subsequent prompts after the initial selection for additional topic choices.
  - d. The announcement time for information or prompts should be at least five (5) minutes;

## Exhibit B - Solicitation Requirements for IFB #2007-21

- e. Retain the existing recorded announcement information or prompts until the user overwrites with a new one.
  - f. Re-record selected prompts without affecting the other ones.
  - g. Provide the ability to listen to the recording before the change is made.
  - h. Ability to access mailboxes from any Touch Tone Telephone;
  - i. Password protection;
  - j. Automated Attendant functionality.
  - k. The ability to play a closed or after hours announcement;
  - l. The ability to transfer from a prompt or sub-announcement to a Voice Mailbox.
16. Item #8 on Attachment A of this solicitation requests a monthly rate per mailbox for a five (5) minute "greeting only service" which will only allow the caller to hear the recorded greeting and disconnect when the greeting has been played.
17. Vendors are required to provide a toll-free "800" number to be accessed from anywhere in the forty-eight (48) contiguous states for the purpose of retrieving messages from mailboxes at no additional cost to the Commonwealth.
18. The vendor must provide a centralized problem reporting and maintenance system (Help Desk) that is manned 24 hours a day, 7 days a week. The vendor will be required to provide an "800" number to Help Desk for unlimited telephone support. The vendor must state how this will be accomplished to include a plan for escalation of troubles. The vendor must describe in detail their response time to a failure (catastrophic failure and customer out of service).
19. Service billing: Payment for services shall be made monthly in arrears by each individual agency, institution or public body requesting the vendor's services. The vendor shall provide invoices that provide as a minimum:
- a. Type and description of the Service provided;
  - b. Charge for each Service Provided;
  - c. Billable period and total costs;
  - d. The Agreement Number or Purchase Order Number;
  - e. Vendor's Federal Identification Number (FIN);
- SEE Attachment C**
- Any additions or deletions to the covered services made during the month must also be shown and billed as indicated above. **The Vendor will submit with this bid a sample of their invoice.**
20. Vendors are required to provide an alternate plan for agencies to pay for selected voice mailboxes with a corporate Master Card. The vendor must have the ability to accept charges with account code suffices so that cardholders can subdivide the mailbox expenses to the mailbox. This service is to be provided at no additional cost to the Commonwealth users.
21. In the event the service furnished by the vendor is interrupted due to any cause other than failure of the user's equipment, a pro rata adjustment of the fixed monthly charges involved will be allowed for the service rendered inoperative



## Exhibit B - Solicitation Requirements for IFB #2007-21

whenever said interruption continues for a period of eight (8) hours or more from the time it is reported to, or is known to exist by the vendor.

22. The vendor shall assign one individual as a customer service representative for the Commonwealth account for the duration of the contract. A backup customer service contact is also required.

This individual will be responsible for coordination of this contract on a statewide basis (all areas serviced by a specific vendor); a different contact for each area is NOT ACCEPTABLE.

The vendor shall also assign an account representative, this should include at a minimum; name, title, telephone number, pager (if applicable), Internet address (if applicable), and facsimile number.

23. The proposed VMS must be capable of supporting a minimum of 1,000 users immediately and be prepared to support an annual growth rate of 5% per year.
24. The vendor must provide training upon request to Agencies at mutually agreed upon times and locations at no cost to the Commonwealth. Class time, locations and sizes will be coordinated between the agencies and the vendor's Customer Service representative. The classes should not exceed two (2) hours.
25. The vendor will provide Pam Seay or John Roper, Telecommunications Division, VITA, with a monthly report containing the following information:
  - a. Customer/Agency name;
  - b. Customer/Agency point of contact by name;
  - c. Mailing address of Customer/Agency;
  - d. Number of Voice Mailboxes at customer/agency, and a breakdown of the various types of mailboxes at each customer/agency location.
  - e. A separate alphabetic listing of all customer's mailboxes with names, addresses, and all additional features not covered under the basic monthly flat rate defined in paragraph #8 above.
  - f. Grade of service reporting for the access lines/trunks at each VMS hub location. Segregate COV data from total user data if possible.
26. All mailboxes within local calling areas will be required to communicate with each other. The three (3) current primary calling areas are Richmond/Petersburg, Tidewater and Northern Virginia. However, it is the desire of the COV to establish a Statewide VMS. Therefore, vendors are required to provide maps/graphs of the areas served as a separate addendum to this solicitation. These maps/graphs will include the geographic boundaries for each area served. The Commonwealth reserves the right to obtain services in other areas of the State supported by the vendor at the same rates established under this solicitation.  
**SEE Attachment D**
27. Vendors are required to provide a list of the areas served. The list will include the Area Code (NPA) and Exchanges (NXXs) for each area served. The list of areas



## Exhibit B - Solicitation Requirements for IFB #2007-21

served will be included as part Attachment E of the vendors' response to this solicitation and any resulting contract.

28. Vendors must provide references as part of their response to this solicitation for three (3) vendor clients within the COV of similar size for whom they have provided voice mail services for at least two (2) years. Vendor shall include the dates of service, name, address and telephone number of a contact person from each client organization. If vendor teams with other firms to provide services, subcontractor references will be acceptable. **FAILURE TO PROVIDE THIS LIST WILL RESULT IN THE VENDOR'S BID BEING RULED NON-RESPONSIVE.** VITA will contact the organizations identified in responses to this solicitation to determine vendor's responsibility to perform the requested services.
29. All vendors submitting bids must be registered in eVA, the Commonwealth's electronic procurement portal, prior to award. The bidder's Federal Employer Identification Number (FIN) should be placed in the appropriate box on page 1 of this bid solicitation. In the event the bidder does not supply the appropriate identification number, VITA may not be able to verify registration and the vendor's bid may be ruled non-responsive without appeal. Registration forms are available from the issuing office, on the VITA web-site, or bidders may call (804) 416-6155 to request forms.
30. Bidders are requested to check the eVA web-site prior to submitting bids, in the event the bid is amended or extended. VITA also maintains a web-site at <http://www>.
31. Results of this solicitation will not be given out by telephone. Vendors wishing a copy of the bid results must include a self-addressed, stamped envelope along with their bid. The envelope should be clearly marked with the words, "BID RESULTS" and the bid number on the outside. Bid results will be posted to the eVA and VITA/SCM web-sites.
32. Contractual Terms and Conditions are attached to this solicitation document. Neither VITA, nor any other agency, institution or public body will sign or execute any additional contract, license or other agreement containing contractual terms and conditions as a result of this procurement. Any document signed by persons other than VITA authorized procurement officials shall have no validity and the attached Terms and Conditions shall supersede all such arrangements. Bidders should read and understand all of the Terms and Conditions prior to submitting a bid.

EXHIBIT C TELECOMMUNICATIONS SERVICE ORDER (TSO)

TELECOMMUNICATIONS SERVICE ORDER

01 FEB 27 AM 8:20

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* * * * *
* DIT ORDER NO : 102001-786-XYZ          PROJECT:
* ACCOUNT NO.  : NEWACCOUNT             REQUESTED DUE DATE: 20010401
* DIT CONTACT  : SUSAN STANLEY
* TELEPHONE    : 804/344-5687
* COPY TO      :
*
* DIT APPROVAL : _____ DATE: _____
* * * * *
* ACTIVITY CODE: 0138073                AGENCY LOG NO:
* AGENCY        : INFORMATION TECHNOLOGY, DEPARTMENT
* COORDINATOR   : MARY SMITH
* ADDRESS       : 110 SOUTH 7TH STREET
* CITY          : RICHMOND
* STATE         : VA                      ZIP: 23219
* TELEPHONE     : 804/344-5645
* * * * *
* VENDOR        : XYZ TELEPHONE
* ADDRESS       : 101 TELEPHONE LANE
* CITY          : ANYTOWN
* STATE         : VA                      ZIP: 23111
* REMARKS TO VENDOR:
*
* PLEASE PROVIDE US WITH ALL MONTHLY RECURRING CHARGES (RECAP OF BILL)
* ASSOCIATED WITH THIS ORDER.
*
* SERVICE REP: _____
* TELEPHONE   : _____ DUE DATE: _____
* S.O. NOS    : _____
* REMARKS FROM VENDOR:
*
* _____
* _____
* _____
*

```

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 2

LOCATION CONTACT: ALFONIA RAY COORDINATOR  
 540/679-9999  
 4581 SAGEWOOD TRAIL DRIVE  
 ANYTOWN, VA 24316

----- XYZ TELEPHONE COMPANY -----



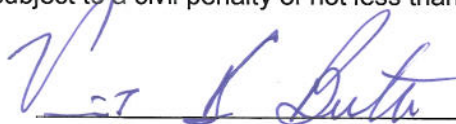
## EXHIBIT D – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Printed Name:

Vivian T. Burton

Organization:

Hella, Inc.

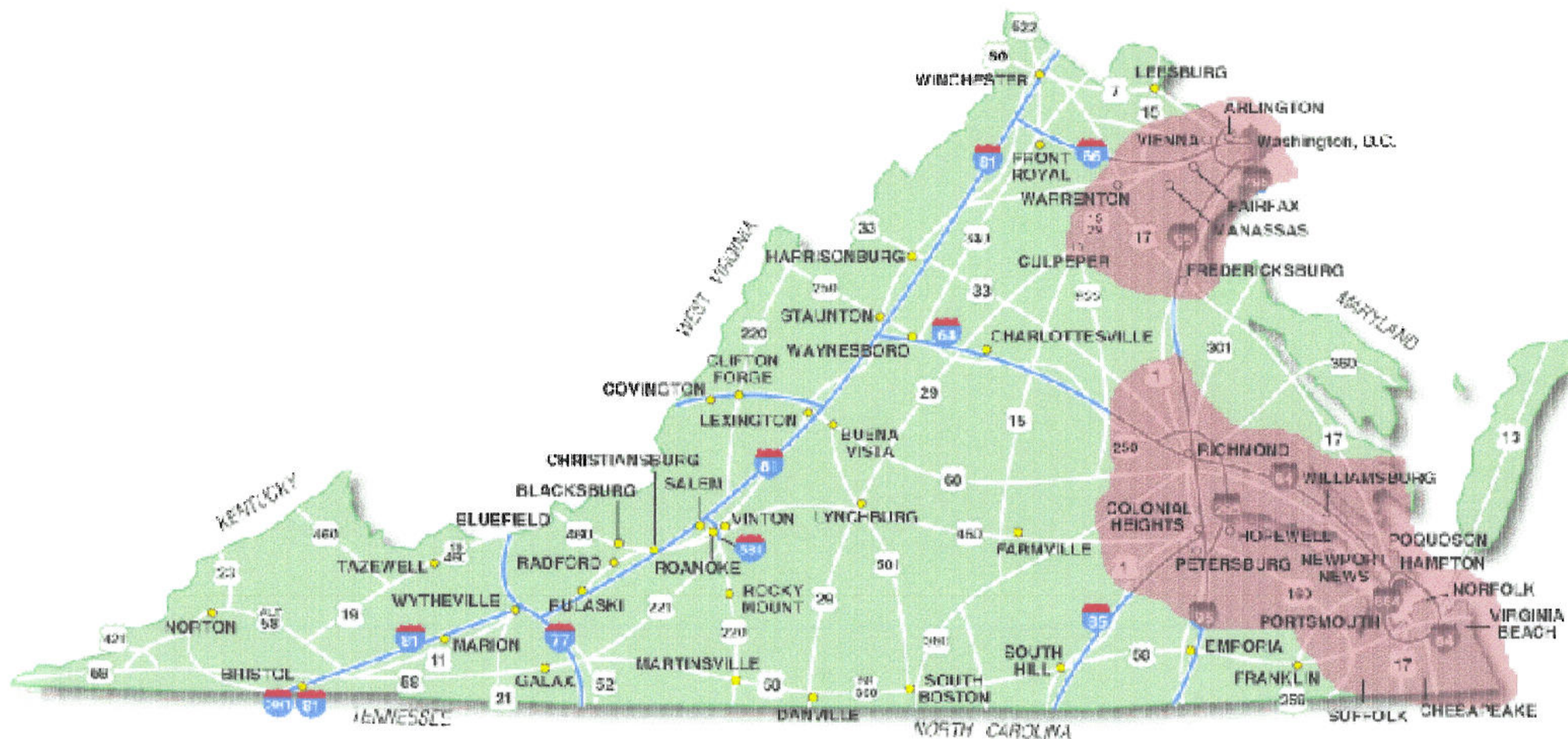
Date:

9/10/07

# **Exhibit E**

## **State Map of Total Coverage**





**Exhibit F**

**Vendor**

**Provided Zones**

**their Coverage**

**Area**



Area Code 202

Exchanges:

201	203	204	205	206	207	208	209	210
212	213	214	215	216	217	218	219	220
221	222	223	224	225	226	227	228	229
230	231	232	233	234	235	236	237	238
239	240	241	242	243	244	245	246	247
248	249	250	251	252	253	254	255	256
257	258	259	260	261	262	263	264	265
266	267	268	269	270	271	272	273	274
275	276	277	278	279	280	281	282	283
284	285	286	287	288	289	291	292	293
295	296	297	298	299	302	303	304	305
306	307	308	309	310	312	313	314	315
316	317	318	319	320	321	322	323	324
326	327	328	329	330	331	332	333	334
335	336	337	338	339	340	341	342	343
344	345	346	347	348	349	350	351	353
354	355	356	357	358	359	360	362	363
364	365	366	367	368	369	370	371	372
373	374	375	376	377	378	379	380	382
383	384	385	387	388	389	391	392	393
394	395	396	397	398	399	401	402	403
404	405	406	408	409	412	414	416	418
419	421	422	423	424	425	426	427	428
429	431	432	432	434	435	436	437	438
439	441	442	443	444	445	446	447	448
451	452	453	454	455	456	457	458	459
462	463	464	465	466	467	470	471	472
473	474	475	476	477	478	479	481	482
483	484	485	486	487	488	489	490	491
492	493	494	495	496	498	501	502	504
508	512	513	514	515	516	617	518	519
521	522	523	525	526	528	529	530	531
532	533	535	537	538	539	541	542	543
544	545	546	547	548	549	550	551	552
554	557	558	561	562	563	564	565	566
572	574	575	576	577	580	581	582	583
584	585	586	587	588	589	592	593	595
597	598							

Area Code 202

Exchanges continued:

601	602	603	604	605	606	607	608	609
610	612	613	614	616	617	618	619	620
622	623	624	625	626	627	628	631	632
633	634	635	636	637	638	639	645	646
647	648	651	653	654	657	659	661	662
663	664	665	666	667	668	669	671	672
673	674	675	676	678	679	680	682	685
686	687	689	690	691	692	693	694	698
701	707	708	712	714	715	716	719	720
721	722	723	724	725	726	727	728	729
730	731	732	736	737	739	741	744	745
746	747	752	755	756	757	761	762	764
767	772	773	775	776	777	778	781	782
783	784	785	786	787	788	789	797	799
801	806	812	822	824	825	828	829	832
833	834	835	837	842		843	857	859
861	862	863	865	870	872	874	877	879
882	884	885	886	887	889	895	896	898
901	903	904	905	905	907	912	917	927
928	939	942	943	944	945	947	954	955
956	957	962	965	966	969	973	974	976
986	991	994	996	997	290	294	352	361
369	386	390	413	415	420	449	460	461
468	497	506	536	615	640	641	652	658
683	684	742	758	821				



**Area Code 240****Exchanges:**

892	929	224	253	273	289	414	441	205
843	880	235	271	274	281	383	395	396
238	241	268	276	314	328	386	401	403
283	242	290	292	363	430	558	621	627
669	638	293	351	353	354	355	381	393
407	312	296	371	433	471	326	525	573
486	476	337	375	392	417	619	691	695
865	897	339	413	539	582	667	898	221
331	261	350	460	461	462	463	472	475
228	223	391	473	553	624	684	757	790
429	447	450	483	497	498	515	694	744
421	373	453	485	494	501	505	595	643
425	432	465	506	567	599	620	672	715
423	426	481	510	545	348	546	846	949
418	338	482	516	560	868	297	387	512
478	464	533	535	601	602	603	604	605
606	493	662	543	644	743	832	855	398
645	616	696	676	678	687	688	723	821
767	783	724	764	770	304	455	492	765
731	747	773	766	260	399	499	778	864
514	487	833	777	825	888	994	247	305
542	491	845	882	671	244	269	0.303	318
788	838	857	899	232	245	266	334	335
752	753	876	965	206	544	548	556	842
839	863	893	988	997	277	286	333	336

**Area code 301****Exchanges:**

204	214	215	219	221	224	227	229	243
206	207	220	267	286	289	303	307	308
263	275	280	295	312	318	319	320	335
288	384	388	438	584	598	679	847	890
291	352	383	390	430	464	470	621	666
303	307	308	313	329	344	345	369	389
313	329	344	345	369	389	397	409	419
314	322	341	361	386	403	405	422	429
336	343	350	420	423	440	449	456	499
347	365	380	385	402	406	412	435	451
397	409	419	425	426	441	446	474	477
413	443	460	468	522	603	649	692	761
425	426	441	446	474	477	486	488	489
436	454	459	484	531	532	559	560	577
469	480	492	493	496	503	530	538	554
486	488	489	297	387	512	542	616	845
506	507	510	513	552	558	566	595	614
510	645	348	546	846	949	888	479	796
516	541	568	599	636	669	702	727	735
548	721	840	209	226	239	276	277	306
564	571	581	594	633	634	642	646	648
583	618	683	699	731	772	773	779	851
615	623	701	708	709	716	732	837	886
652	654	655	656	657	661	664	674	718
677	756	794	805	809	833	850	858	860
715	780	952	812	855	688	954	203	248
736	763	778	808	817	836	883	899	909
742	760	767	771	803	813	814	827	841
770	816	871	881	929	933	942	945	946
844	936	230	231	255	287	321	348	382
852	853	864	887	892	918	927	955	985
856	686	677	282	879	364	458	629	973
867	889	912	970	372	278	316	324	333
888	479	796	206	207	220	267	286	289
896	897	906	907	910	913	915	919	941
901	902	914	923	931	935	937	982	993
924	966	989	298	327	358	494	574	627
925	967	981	547	234	235	238	297	719
949	962	984	998	870	647	939	953	236
951	961	968	986	205	218	249	261	262
965	206	544	548	556	842	865	929	339



**Area Code 301 continued****Exchanges :**

236	288	384	388	598	679	847	890	924
240	251	258	279	284	294	296	299	309
281	283	292	485	505	521	567	630	686
315	339	340	353	354	398	417	424	428
444	461	517	529	544	444	561	562	563
565	572	576	578	580	585	586	587	588
589	592	593	602	608	613	622	625	626
628	641	650	651	680	681	704	706	713
717	734	754	755	758	768	775	785	787
747	749	753	839	894	965	971	212	217
761	770	816	871	881	929	933	942	945
780	952	812	855	688	954	203	248	265
801	802	806	807	819	873	891	905	908
825	822	823						
828	328	675	728	792	793	830	789	832
920	922	928	930	938	943	960	980	996
946	949	962	984	998	870	647	939	953
966	989	298	327	358	494	574	627	715

## Area Code 540

### Exchanges:

220	226	273	287	295	310	322	361	368
369	370	371	372	373	374	379	408	419
424	429	455	479	538	604	623	645	654
684	710	735	741	760	809	834	840	841
842	845	846	847	848	850	891	898	899
895	872	412	548	736	785	786	972	207
903	907	205	894	507	582	805	715	854



**Area Code 571****Exchanges:**

212	213	214	215	216	217	218	228	236
225	227	232	242	272	273	329	431	527
237	239	243	344	345	433	721	970	281
251	312	382	423	641	749	830	203	262
252	258	271	291	333	918	932	280	594
277	303	309	366	438	451	480	481	482
283	313	323	334	426	434	436	437	484
321	522	224	934	933	322	336	339	625
331	332	338	730	201	278			
483	205	230	235	238	244	245	263	265
514	521	643	926	936	209	223	233	246
633	722	234	219	220	259	274	275	276
642	204	432	435	490	723	748	226	241

## Area Code 703

### Exchanges:

201	203	209	212	213	214	214	216	217
206	207	208	231	237	238	241	256	289
219	222	223	227	246	251	267	272	273
220	229	236	244	274	283	298	299	303
225	226	253	254	258	259	261	268	269
243	247	248	271	276	284	292	294	302
245	275	285	287	288	356	377	394	610
260	552	570	572	972	337	339	372	382
265	21	295	319	349	352	385	389	404
270	286	310	332	336	340	341	342	343
277	279	280	293	318	322	323	324	326
304	305	306	307	308	309	313	314	317
312	338	347	353	358	362	363	395	420
315	316	320	321	333	354	371	388	400
325	328	329	346	350	351	355	360	370
345	399	459	462	479	584	647	652	654
359	364	374	375	383	384	386	397	424
379	380	387	401	402	403	405	407	408
391	421	430	433	434	435	437	439	444
406	449	450	453	471	484	620	648	715
409	412	413	414	415	416	417	418	419
422	423	427	429	458	465	469	486	510
425	426	438	456	457	460	478	482	487
428	447	461	470	472	473	474	475	477
440	454	455	546	781	782	783	952	218
442	448	451	452	485	506	531	532	533
463	464	466	467	476	480	481	483	488
489	501	504	505	507	508	509	518	519
502	503	537	539	561	589	591	613	621
512	513	514	515	516	517	521	522	523
524	525	526	527	528	529	557	558	608
534	536	538	556	560	568	569	573	582
535	541	545	548	549	550	553	566	567
543	745	815	825	828	829	830	831	832
547	579	581	657	668	673	674	689	707
551	646	672	688	690	949	982	643	775
559	564	655	970	981	344	563	592	896
571	575	577	578	588	601	602	603	604
585	587	593	597	598	599	637	639	641
605	606	607	609	612	614	615	617	618
616	622	623	624	625	626	627	628	629
619	650	660	664	671	678	681	683	692
631	633	636	638	653	679	691	708	709
635	676	677	712	714	744	747	760	790



642	644	645	658	698	720	725	731	734
663	667	675	682	738	770	797	852	962
684	685	699	741	756	807	812	816	835
693	695	696	697	701	702	704	705	706
713	733	735	736	742	764	766	788	802
716	755	758	934	937	938	948	968	224
717	718	719	721	732	739	740	746	751
724	726	727	728	729	737	771	777	779
748	749	750	752	761	762	776	786	798
757	759	230	234	263	282	376	378	390
765	767	768	769	772	778	780	785	795
773	774	787	793	796	814	817	826	856
799	801	805	806	819	820	822	823	824
803	808	810	818	833	834	865	874	877
813	839	846	849	855	861	862	863	864
821	827	847	848	854	873	893	902	903
836	837	838	842	850	851	859	872	875
840	857	858	886	999	436	446	493	495
841	845	882	892	907	920	921	922	974
860	870	871	880	885	889	926	930	932
866	967	868	869	876	883	891	899	912
887	894	898	901	906	908	909	915	919
890	904	925	947	978	991	993	204	205
905	917	918	983	954	242	255	262	264
913	914	916	923	939	940	941	942	992
924	927	928	929	931	933	946	960	963
935	943	953	956	961	964	984	994	844
936	297	431	443	554	669	687	694	723
944								
951	988	544	574	651	661	662	665	996
965	966	967	969	971	973	975	977	997
979	980	989	239	249	250	266	278	520
995	373	562	600	666	879	888	945	300
998	327	348	542	722	957	228	233	235

**Area code 757****Exchanges:**

204	215	222	226	228	233	235	257	271
231	232	236	240	243	244	245	246	247
239	529	745	254	291	877	304	547	548
249	251	256	269	272	273	316	303	315
268	275	325	501	505	637	722	723	726
277	278	282	284	285	286	287	282	284
285	286	287	288	289	292	299	301	309
313	314	317	321	322	323	328	330	333
320	327	329	342	344	349	380	534	584
351	749	769	649	305	761	773	389	553
353	359	362	363	373	374	375	376	377
383	388	390	402	410	416	417	423	431
432	908	657	744	666	844	887	218	223
437	440	441	443	444	445	446	447	448
449	451	453	454	455	456	457	459	461
463	466	469	471	473	475	477	478	479
480	489	491	492	494	496	502	512	513
516	517	562	569	312	382	436	549	560
572	573	574	576	580	224	225	262	265
577	202	216	470	515	581	644	663	747
591	592	593	594	595	596	599	597	598
688	696	768	772	810	812	813	814	817
692	531	533	543	544	545	552	554	567
705	583	587	588	605	609	612	613	614
727	728	764	766	788	825	826	827	838
735	615	616	617	642	646	647	650	651
737	652	661	662	664	667	668	669	670
739	672	675	677	679	680	682	683	685
748	777	831	582	839	261	507	310	643
754	763	816	818	819	822	823	828	836
830	846	847	849	867	872	873	874	875
848	850	851	864	865	896	951	296	421
852	853	855	857	858	860	889	892	961
876	878	880	881	888	897	926	928	930
893	331	695	676	255	528	238	482	546
962	963	965	971	214	339	401	201	248



**Area Code 757 continued****Exchanges:**

237	270	306	307	308	318	319	326	340
242	801	280	294	522	250	564	566	741
343	348	360	361	366	367	370	395	412
356	357	365	371	472	338	514	538	539
372	391	392	393	394	396	397	398	399
403	404	405	406	407	408	409	418	434
438	450	460	462	464	467	474	481	486
439	465	483	484	485	487	488	535	536
468	563	689	821	426	716	721	279	332
490	493	495	497	498	499	518	519	521
513	415	420	422	424	425	428	433	435
523	557	575	578	579	589	648	671	687
537	558	606	638	673	681	686	943	944
570	604	713	715	719	725	820	833	845
656	608	565	645					
660	753	952	771	927	358	746	947	659
714	717	718	724	729	938	939	986	241
774	923	924	925	934	935	942	213	217
856	869	870	871	879	882	884	885	886
868	946	203	274	295	297	334	335	337
890	898	901	931	945	968	969	988	989
903	784	253	258	259	293	345	476	561
953	966	967	219	263	368	385	427	430
954	234	283	298	369	503	508	509	532
984	941	206	207	208	209	220	221	229

Area Code 804 Exchanges

494	561	365	368	412	459	496	550	752	798	449	595	454
608	624	639	739	818	375	829	312	318	407	414	425	621
706	715	717	748	751	768	777	778	790	796	930	492	994
265	469	991	876	886	416	530	571	667	681	457	556	657
227	537	567	913	415	446	452	458	541	668	785	769	885
578	708	784	478	277	417	427	442	559	569	723	730	746
764	781	789	302	378	379	419	423	464	594	601	623	794
858	893	897	544	883	588	779	803	255	431	451	490	504
518	520	524	526	590	631	722	732	733	734	765	835	861
862	863	957	372	403	598	557	932	966	200	201	204	205
209	212	213	217	219	222	225	226	228	230	231	232	233
235	236	237	239	249	253	254	257	261	262	263	264	266
267	269	270	271	272	273	274	275	276	278	279	281	282
284	285	287	288	289	290	291	303	308	319	320	321	323
327	329	330	340	342	343	344	345	346	351	353	354	355
358	359	360	364	367	371	377	381	383	418	421	422	440
444	474	484	486	497	501	515	521	523	527	545	553	560
562	565	573	576	591	612	614	622	627	628	643	644	646
648	649	652	662	663	672	673	674	675	678	692	697	698
714	716	726	727	740	741	743	744	745	747	750	754	755
756	762	763	771	772	775	780	782	783	786	787	788	819
827	828	855	864	868	915	916	918	922	934	935	954	965
967	968	468	620	719	749	286	758	322	326	328	428	463
	597	843										
532	626	680	737	952	234	506	507	509	795	899	669	834



**Area Code 804 continued**

**Exchanges:**

452	458	541	668	431	451	479	481	490
504	518	520	524	526	586	590	605	631
416	530	571	667	681	255	734	415	446
691	701	704	705	712	720	721	722	731
732	733	765	835	861	862	863	892	894
895	896	898	919	926	943	957	448	589
867								

# **Sample Bill Attachment**



THE MESSAGING  
SOLUTIONS COMPANY

P.O. BOX 26846 RICHMOND, VA 23261-6846

INVOICE DATE	INVOICE NO.	MAKE CHECKS PAYABLE TO: HELLO INC
8/4/07	6764329	
ACCOUNT NO.	TOTAL DUE	AMOUNT ENCLOSED
123786	\$123.13	\$

Please use my credit card  
for the above charges:

☐ VISA ☐ MASTERCARD ☐ AMEX ☐ DISCOVER

Card No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_

Hometown  
Invoice Processing Dept  
P O Box 7396  
Richmond VA 23298

HELLO, INC.  
P.O. BOX. 26846  
RICHMOND, VA 23261-6846

PLEASE NOTE ADDRESS CHANGES ABOVE

Please detach here and return above portion with payment - Thank You

Please detach here and return above portion with payment - Thank You					
INVOICE DATE	INVOICE NO.	ACCOUNT NO.	FOR INFORMATION CALL	P.O. NUMBER	PAGE NO.
08/04/07	6764329	123786	804-353-5566	S626075	1
DATE	DESCRIPTION				AMOUNT
07/11/07	Previous Balance				137.98
	Payment - Thank You				-72.90
	Prorated Charges				
07/11/07	Voicemail				
	Mail Box to 8/3/07 1 @ 4.05				4.05
	Recurring Charges				
08/04/07	Voicemail				
	Mail Box to 8/31/07 13 @ 4.50				58.50
07/07/07	Credit Mail Box to 8/3/07 1 @ 4.50				-4.50
08/04/07	New Total Charges				58.05
08/04/07	New Balance				123.13
DIRECT ALL INQUIRIES TO: HELLO INC. PO Box 26846 Richmond, VA 23261-6846 (804) 353-5566 (Richmond) (800) 544-3556 (Toll Free)					
TOTAL DUE ➡					123.13

TERMS: DUE UPON RECEIPT. A LATE CHARGE OF 5% WILL BE DUE IF  
PAYMENT IS NOT RECEIVED WITHIN 20 DAYS OF THE INVOICE DATE ABOVE.



**Response to  
Item # 18 of  
Exhibit B  
Attachment**

## **Response to Item # 18 of Exhibit B of IFB 2007-21:**

An agency that is experiencing system failure will call our toll free number (877-435-5646) that will be answered by Hello's personnel 24 hours a day, 7 days a week. A message will be taken to include the caller's name, telephone number, agency name and a detailed message defining the problem. The Hello technician will be alerted immediately. The appropriate Hello personnel will respond back to the agency as soon as possible. The Hello technicians are on call 24 hour a day, 7 days a week.